APPENDIX A

IN THE

United States District Court

FOR THE SOUTHERN DISTRICT OF ILLINOIS

AMERICAN PHOTOCOPY EQUIPMENT CO., *Plaintiff,* *v.* ROVICO, INC., *Defendant.*	Civil Action No. 62 C 2080

AFFIDAVIT OF WILLIAM C. CONNER

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

William C. Conner, being first duly sworn, deposes and says:

1. I am a member of the bar of the State of New York and have participated as one of the counsel for plaintiff in the above-captioned action since its inception.

2. I was today informed by my associate counsel in Chicago, John J. Crown, Esq., that defendant had either filed or indicated its intention to file a motion based upon the charge that plaintiff, through one of defendants' former employees, Jacob Ginsberg, had attempted to bribe one of defendants' present employees, Leroy Cunningham, to give false testimony incriminating defendant for violation of an injunction *pendente*

lite. I have personal knowledge of the facts upon which this charge is apparently based and make this affidavit to set forth such facts.

3. In the course of a search for evidence that defendant had violated the injunction, on or about September 25, 1965, I spoke by telephone with Mr. Ginsberg, who related to me some of the facts about which he subsequently testified at the trial. I also arranged to meet Mr. Ginsberg during the evening of September 25 at a restaurant adjacent the northern end of the New Jersey turnpike, where he told me the balance of the facts to which he testified at the trial. Ultimately he agreed to come to Chicago to testify concerning these facts.

4. Mr. Ginsberg assured me, with obvious sincerity, that his story was absolutely correct, although he cautioned me to expect that defendants' President, Robert Vinci, would deny much of what he had told me. I replied that, under the circumstances, it would be desirable, if at all possible, to obtain the testimony of at least one other witness who could corroborate his story. He told me that most of the persons having knowledge of the facts were still employees of defendant and that it would be extremely difficult if not impossible to persuade any of them even to talk to me, much less to testify, because Vinci was a vindictive man who would undoubtedly discharge any employee who furnished evidence of his violation of the injunction and all of these people were dependent upon their jobs for support of their families. He added, however, that there was one knowledgeable employee whom he would ex-

pect to tell the truth notwithstanding, if he did testify. However, he said that he felt that he should not give me this man's name, lest I subpoena him and force him to testify against his will, and possibly bring about the loss of his job, with resulting great hardship to his family. At my suggestion, he did telephone this man, who I now know was Leroy Cunningham, from a telephone booth in the restaurant. I did not hear their conversation, but Ginsberg reported to me upon its conclusion that Cunningham had stated that he did not want to become involved in any way, even to the extent of talking to me, lest he lose his job. I promised Ginsberg that I would not attempt to subpoena Cunningham or even to contact him informally.

5. Within the next day or two, I spoke by telephone with Donald S. MacLeod, Vice President and General Counsel of plaintiff, and reported to him the above information. At my suggestion, he agreed that I might ask Ginsberg to contact Cunningham again and tell him that, if he would consent to testify at the trial, and if, as a result of such testimony, he was discharged by defendant, plaintiff would assure him that his family would not suffer by agreeing to reimburse him for his lost salary until he could find another job, however not to exceed a maximum of four to six months. I telephoned Mr. Ginsberg and he agreed to call Cunningham to relay this proposal to him. Ginsberg telephoned me later to report that, even with such assurances, Cunningham still did not want to get involved in the lawsuit. Pursuant to my promise to Mr. Ginsberg I made no further attempt to contact Cunningham.

6. At no time did I request that Ginsberg or any one else attempt to induce Cunningham to do anything other than tell the truth. Ginsberg's conversations with me indicated that he had done nothing more than this.

7. I know of no attempt by or on behalf of plaintiff to bribe or otherwise suborn any witness or prospective witness in this case.

Further deponent sayeth not

WILLIAM C. CONNER
William C. Conner

Subscribed and sworn to before me
this 13th day of January, 1966.

MILDRED F. DIGNON
Notary Public

MILDRED F. DIGNON
NOTARY PUBLIC, STATE OF NEW YORK
No. 24-6031900 Qualified in Kings County
Commission Expires March 30, 1966